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University of South Carolina

Purchasing Department 1600 Hampton Street, 6th floor Columbia, SC 29208 Telephone: (803) 777-4115



Request for QuotationPage One

THIS IS NOT AN ORDER

Quotation must be received No Later Than: Attention of:			address	Quotation Number:	Date		
	Print company na	ame and address:	Department reserve technicalities. 1. If an item of the control o	owest delivered price of the items(so the right to reject any or all quote cannot be furnished, indicate by Normust be signed by the vendor's recomply with this instruction may recomply with this instruction may recomple	O QUOTE. presentative sult in disqu	and term	r all
Federa	l I.D. or Social Sec	urity No	SC M	Inority Certification Number (If A	applicable)_		
Submitted	d By (Print Name)		Signature	Telephone	e		
Item No.	Quantity and Unit	Description of Commodity	or Services		Unit Price	То	otal Price

GENERAL CONDITIONS

DEFAULT: In case or default by the Contractor, the University of South Carolina reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by the University of South Carolina or its agencies resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty days beyond the Request for Quotation deadline. Unit prices will govern over extended prices unless otherwise stated.

The University of South Carolina shall consider payment discounts in the award of this contract when such discounts are for thirty days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the University's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1520 of the South Carolina Consolidated Procurement Code.

The University reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the University reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The contractor assumes sole responsibility and shall hold harmless the University of South Carolina, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the bidder, its directors, officers, employees and agents under this agreement. The University of South Carolina agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of the University of South Carolina, its members, directors, officers, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful quoter from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the quoter agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

<u>Termination</u>: Subject to the provisions below, the contractor may be terminated for any reason by the University providing a thirty-day advance notice in writing is given to the contractor.

<u>Termination for Convenience</u>: In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable.

<u>Termination for Cause</u>: Termination by the University for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

HIPAA Law: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: http://www.sc.edu/hipaa/

SPECIAL CONDITIONS

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Bidder.

The University of South Carolina requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances. These include, but are not limited to: the Occupational Safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

<u>IMPORTANT</u> – Please Note – Vendors, we MUST have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

ADDITIONAL SPECIAL CONDITIONS

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)]

SCOPE OF WORK

It is the intent if the University of South Carolina to solicit bids from qualified sources of supply to furnish and deliver light fixtures for Thomas Cooper Library Renovations in accordance with all the requirements stated herein.

SPECIFICATIONS

QTY	FIXTURE TYPE	DESCRIPTION	MANUFACTURERS
91	R1 – 2X4 Recessed Fluorescent Troffer	Louver/Lens - Acrylic Lamps - T8, 25 Watt, Color Temp 3500K Quantity 2 - Lamps Ballast - Electronic, Quantity Voltage - 277V Input Wattage - 62 Mounting - Recessed	Lithonia #2SP8-G-2-32-A12125-MVOLT-GEB10PS Williams #EPG-S23-232-FA12125-EB2-UNV Columbia #4PS24-232G-FSA12-EPU
QTY	FIXTURE TYPE	DESCRIPTION	MANUFACTURERS
18	R1D – 2X4 Recessed Dimmable Fluorescent Troffer	Louver/Lens - Acrylic Lamps - T8, 25 Watt, Quantity 2, Color Temp 3500 K Ballast - Electronic - Dimm Quantity 1 Voltage - 277V Input Wattage - 62 Mounting - Recessed	Lithonia #2SP8-G-2-32-A12125-MVOLT-DIM Williams #EPG-S23-232-FA12125-DIM-UNV Columbia #4PS24-232G-FSA12-DIM ing Ballast to 1%
QTY	FIXTURE TYPE	DESCRIPTION	MANUFACTURERS
2	R1U – 2X4 Recessed Fluorescent Troffer With UL 924 Relay	Louver/Lens - Acrylic Lamps – T8, 25 Watt, Quantity 2, Color Temp - 3500 K Ballast – Electronic, Quantity Voltage – 277V Input Wattage – 62 Mounting - Recessed	Lithonia #2SP8-G-2-32-A12125-MVOLT-GEB10PS Williams #EPG-S23-232-FA12125-EB2-UNV Columbia #4PS24-232G-FSA12-EPU y 1

NOTE: Normally Closed, Electronically Held Relay, Arranged For Wiring in Parallel With Manual or Automatic Switching Contacts. Provide UL 924Relay, Coil Rating 277 V, Manufacturers: 1. Lighting Control and Design; Acuity Lighting Group Inc. 2. Watt Stopper

QTY	FIXTURE TYPE	DESCRIPTION	MANUFACTURERS
43	R2 – 2X4 Recessed Fluorescent Troffer	Louver/Lens - Acrylic Lamps - T8, 25 Watt, Quantity 3, Color Temp 3500 K Ballast - Electronic, Quantity Voltage - 277V Input Wattage - 93 Mounting - Recessed	Lithonia #2SP8-G-3-32-A12125-MVOLT-GEB10PS Williams #EPG-S24-332-FA12125-EB3-UNV Columbia #4PS24-332G-FSA12-3EPU
OTY	FIXTURE TYPE	DESCRIPTION	MANUFACTURERS
96	R3 – 6" Diameter Recessed Open Downlight	Lamp- CFL, 26 Watt, Quantity 2, 3500K Color Temp Ballast – Quantity 1, Electron Voltage – 277V Input Wattage – 56 Mounting - Recessed	Gotham #AF-2/26DTT-6XX-MVOLT Williams #PH60-226Q-CS-EB2-UNV Lithonia #LF6N-2/26DTT-F602A-MVOLT
QTY	FIXTURE TYPE	DESCRIPTION	MANUFACTURERS
QTY 23	FIXTURE TYPE R4 – 2X4 Recessed Troffer	DESCRIPTION Louver/Lens - Acrylic Lamps - T8, 25 Watt, Quantity 4, Color Temp 3500 K Ballast - Electronic, Quantity Voltage - 277V Input Wattage - 114 Mounting - Recessed	Lithonia #2SP8-G-4-32-A1215-MVOLT-GEB10PS Williams #EPG-S24-432-FA12125-EB4-UNV Columbia #4PS24-432G-A12-4EPU
	R4 – 2X4 Recessed	Louver/Lens - Acrylic Lamps - T8, 25 Watt, Quantity 4, Color Temp 3500 K Ballast - Electronic, Quantity Voltage - 277V Input Wattage - 114	Lithonia #2SP8-G-4-32-A1215-MVOLT-GEB10PS Williams #EPG-S24-432-FA12125-EB4-UNV Columbia #4PS24-432G-A12-4EPU

-	QTY	FIXTURE TYPE	DESCRIPTION	<u>MANUFACTURERS</u>
	28 – 1 Sided	EXIT – LED Exit	Type – LED	Lithonia #LE-S-X-X-R-120/277
	6-2 Sided	Sign	Ballast - Electronic, Quantity 1	Williams #EXIT/CA-XX-R-AF-BLK-AC
			Voltage – 277V	Dual Lite #SE-X-R-B
			Mounting – Surface	

Award will be made to one vendor for the entire quantity. (SPM034)

Deliveries shall be FOB Destination, freight prepaid (SPM055)

Bid Only As Specified. (SPT510)

BID SCHEDULE

All items are as specified per the Scope of Work.

Manufacturers listed in the lighting fixture bid schedule below and the Specifications above are used to establish a basis of design for quality and performance. In responding to each of the items on the Bid Schedule below, provide manufacturers listed or an approved alternate equal manufacturer to be reviewed and approved by the acting architectural/engineering firm. Bidder is required to provide submittals with detailed product data for each type of lighting fixture and / or equipment. These submittals require review and approval by the acting architectural/engineering firm prior to purchase ordering the light fixtures.

Bidder to include in quote:

Required lamps, any freight and / or transportation charges, taxes (other than sales tax) and fees or charges for required programming by factory representative if applicable.

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

UNIT PRICE GOVERNS (JANUARY 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.

COMMODITY (Materials)

Item	Qty	Unit of	Description	Unit	Extended
		Measure		Price	Price
1	91	Each	R1 – 2X4 Recessed Fluorescent Troffer Per SPECIFICATIONS PRICE INCLUDES SHIPPING & HANDLING	\$	\$

Resident Vendor Preference	
SC End Product Preference	
US End Product Preference	

<u>Note</u>: The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E) (3)]

STATE WARRANTY:	
SIVIE MAURICALIII	

BRAND/MAKE:							
PART NUMBER:							
DELIVER	RY TIME	E ARO:					
Item	Qty	Unit of	Description	Unit	Extended		
2	18	Measure Each	R1D – Recessed Dimmable Fluorescent Troffer Per SPECIFICATIONS PRICE INCLUDES SHIPPING & HANDLING	Price \$	Price \$		
if the a	SC En US En The co nnual	price of the	eference		-		
STATE V	VARRA	NTY:					
BRAND/MAKE:							
PART N	UMBEF	R:	-				
DELIVER	RY TIME	E ARO:					

Item	Qty	Unit of	Description	Unit	Extended
		Measure		Price	Price
3	2	Each	R1U – 2X4 Recessed Fluorescent Troffer with UL 924 Relay per SPECIFICATIONS PRICE INCLUDES SHIPPING & HANDLING	\$	\$

	s do not apply to a bid for an item of work by the bidder work exceeds \$50,000 or the total potential price of the
STATE WARRANTY:	
BRAND/MAKE:	
PART NUMBER:	

Item	Qty	Unit of	Description	Unit	Extended
		Measure		Price	Price
4	43	Each	R2 – Recessed Fluorescent Troffer Per SPECIFICATIONS PRICE INCLUDES SHIPPING & HANDLING	\$	\$

Resident Vendor Preference	
SC End Product Preference	
US End Product Preference	

DELIVERY TIME ARO: _____

bidder'	's wor	k exceeds \$	500,000. [11-35-1524(E) (3)]		
STATE V	VARRA	NTY:			
BRAND	/MAKE	:	-		
PART N	UMBEF	R:			
DELIVER	RY TIME	E ARO:			
Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
5	96	Each	R3 – 6" Diameter Recessed Open Downlight Per SPECIFICATIONS PRICE INCLUDES SHIPPING & HANDLING	\$	\$
	SC En US En The co		eference		•
bidder'	's wor	k exceeds \$	500,000. [11-35-1524(E) (3)]		
BRAND	/MAKE	:			
PART N	UMBEF	R:			
DELIVER	RY TIME	E ARO:			

Note: The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the

Item	Qty	Unit of	Description	Unit	Extended
		Measure		Price	Price
6	23	Each	R4 - 2X4 Recessed Troffer	\$	\$
			Per SPECIFICATIONS		
			PRICE INCLUDES SHIPPING &		
			HANDLING		
	SC En	ent Vendor d Product P d Product P			
if the a	nnual	price of th	preferences do not apply to a bid for an item ne bidder's work exceeds \$50,000 or the total \$500,000. [11-35-1524(E) (3)]		-
STATE W	/ARRA	NTY:			
BRAND/	'MAKE	:			
PART NU	JMBER	t:			

Item	Qty	Unit of	Description	Unit	Extended
		Measure		Price	Price
7	1	Each	R5 – 6" Diameter Recessed Open Downlight Per SPECIFICATIONS PRICE INCLUDES SHIPPING & HANDLING	\$	\$

Resident Vendor Preference	
SC End Product Preference	
US End Product Preference	

DELIVERY TIME ARO: _____

<u>Note</u>: The commodity preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E) (3)]

STATE WARRANTY:					
BRAND	/MAKE	:			
PART N	UMBER	R:			
DELIVER	RY TIME	EARO:			
Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
8	28	Each	1 Sided EXIT – LED Exit Sign Per SPECIFICATIONS PRICE INCLUDES SHIPPING & HANDLING	\$	\$
	SC En	ent Vendor P d Product Pre d Product Pre			
if the a	nnual	price of the	eferences do not apply to a bid for an ite bidder's work exceeds \$50,000 or the to 500,000. [11-35-1524(E) (3)]		•
STATE WARRANTY:					
BRAND/MAKE:					
PART NUMBER:					
DELIVER	RY TIME	ARO:			

Item	Qty	Unit of	Description	Unit	Extended
		Measure		Price	Price
9	6	Each	2 Sided EXIT – LED Exit Sign Per SPECIFICATIONS	\$	\$
			PRICE INCLUDES SHIPPING & HANDLING		

Resident Vendor Preference	
SC End Product Preference	
US End Product Preference	
	s do not apply to a bid for an item of work by the bidder work exceeds \$50,000 or the total potential price of the
STATE WARRANTY:	- , , , , -
DDANID/MAVE.	
BRAND/MAKE:	
PART NUMBER:	
DELIVERY TIME ARO:	

Total for Items 1-9 \$_____ (Do not include sales tax; this will be calculated accordingly.)

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ NO
Is the bidder a Minority Business certified by another governmental entity? \square Yes \square NO
If so, please list the certifying governmental entity:
Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? \Box Yes \Box NO
If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \Box Yes \Box NO
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? \square Yes \square NO
If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \square Yes \square NO
If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:
□ Traditional minority
□ Traditional minority, but female
□ Women (Caucasian females)
☐ Hispanic minorities
□ DOT referral (Traditional minority)
□ DOT referral (Caucasian female)
□ Temporary certification
□ SBA 8 (a) certification referral
□ Other minorities (Native American, Asian, etc.)
(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)